

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHAKA BOMANI,

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| USDC SDNY |
| DOCUMENT |
| ELECTRONICALLY FILED |
| DOC # |
| DATE FILED: 10/5/05 |

X
Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE COMMISSIONER
RAYMOND W. KELLY, INSPECTOR ROBERT
BOYCE, SERGEANT ROBERT HENDERSON, JOHN
DOE #1-2,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

05-CV-2511 (KMW) (further)

WHEREAS, plaintiff commenced this action by filing a complaint in or around March 2, 2005 alleging violations of constitutional rights; and

WHEREAS, defendant Sgt. Robert Henderson has denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. Defendant Sgt. Robert Henderson hereby agrees to pay plaintiff a total of One Thousand Dollars (\$1,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiff agrees to

dismissal of all the claims against Sgt. Robert Henderson and to release Sgt. Robert Henderson from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to Defendant Sgt. Robert Henderson's attorney all documents necessary to effect this settlement, including, without limitation, releases based on terms of paragraph 2 above and Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by Defendant Sgt. Robert Henderson that he has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

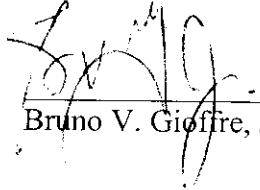
5. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral argument entered into anytime nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exists, or to bind the parties hereto, or to vary the terms and conditions contained herein.

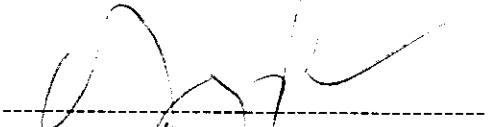
Dated: White Plains, New York
October 25, 2005

Attorney for Plaintiff
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By: 
Leo Glickman, Esq.

By: 
Bruno V. Gioffre, Jr., Esq.

SO ORDERED: *10/25/05*

U.S. DIST. J.
HON. ANDREW J. PECK
United States Chief Magistrate Judge
Southern District of New York

by fax for Plaintiff **BY FAX**